

### **REMARKS**

Claims 1-20 remain pending in the present application.

#### **Information Disclosure Statement**

The Applicants are concurrently submitting a Second Information Disclosure Statement. The Applicants respectfully request that the Examiner review these references and make them of record.

#### **Claim Rejections – 35 U.S.C. § 103**

Claims 1-20 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication No. 2003/0162578 to Baerlocher et al. (“Baerlocher”). The Applicants respectfully request that the Examiner reconsider and withdraw this rejection in light of the following remarks.

#### **Independent Claims 1 and 8**

The Applicants respectfully submit that the Office Action has not established a *prima facie* case of obviousness because Baerlocher does not disclose, teach, or suggest all of the elements of independent claims 1 and 8.

Claims 1 and 8 require allowing “a player to accept at least one of the plurality of **incomplete** offers to form an accepted offer” and “after the player accepts the **incomplete** offer,” completing “the plurality of incomplete offers to form a plurality of completed offers”. As one example from the illustrated embodiment, the “plurality of incomplete offers” are incomplete in the sense that after a player chooses a fisherman or fishermen to fish for credits, the game continues to a final stage where a plurality of completed offers are formed. Present Spec., p. 7, l. 24 – p. 8, l. 31.

The Applicants respectfully submit that Baerlocher does not disclose allowing “a player to accept at least one of the plurality of incomplete offers”, as required by claims 1 and 8. In support of the assertion to the contrary, the Office Action cites “the incomplete offer 104 of Fig. 3E”. Office Action, p. 2. The Applicants respectfully submit that the Office Action has mischaracterized the offers (e.g., offer 104) of Baerlocher. In particular, there is nothing incomplete about the offers of Baerlocher. In Baerlocher’s illustrated embodiment relied upon to support the rejection of claims 1 and 8, the player has chosen to accept the offer 104, and a corresponding award of fifteen credits

is awarded to the player. Baerlocher, para. 40. Thus, the offer 104 is complete, and, accordingly, the bonus scheme of Baerlocher ends upon the player's determination that he or she would like to accept the complete offer.

It follows, then, that Baerlocher also does not disclose the element of completing "the plurality of incomplete offers to form a plurality of completed offers" required by claims 1 and 8. The Office Action concedes that this element is not "explicitly disclose[d]" in Baerlocher. Office Action, p. 2. However, the Office Action asserts that "Baerlocher suggests completing the incomplete offers after the player accepts the final remaining offer in an alternative embodiment." Office Action, p. 2. The alternative embodiment relied upon by the Office Action merely describes revealing unselected offers. Office Action, p. 2-3; Baerlocher, paras. 37 ("In one embodiment of the present invention, after a revealed offer has been accepted, the gaming device reveals the offers associated with each non-revealed player picked selection.") and 41 ("[S]ince the player accepted an offer with at least one non-revealed player picked selection remaining, the gaming device reveals the offer associated with the remaining non-revealed picked selections."). As discussed above, the offers of Baerlocher were never incomplete, and, thus, revealing unselected offers does not complete the offers. In fact, revealing unselected offers is completely different from completing incomplete offers required by claims 1 and 8. Because in Baerlocher, the player's award is based solely on a single decision (e.g., to accept or reject the award), Baerlocher lacks the additional element of player interaction and surprise associated with completing the incomplete offers of the present invention.

Thus, the Applicants respectfully submit that claims 1 and 8, and claims 2-7 and 9-14, which depend, respectively, from claims 1 and 8, are allowable over Baerlocher for at least these reasons. Accordingly, the Applicants respectfully request that the Examiner withdraw these rejections.

### **Independent Claim 15**

The Applicants respectfully submit that claim 15 and its dependent claims 16-20 are allowable for at least the reasons set forth above with respect to claims 1 and 8 and with respect to claims 6 and 13 below. More specifically, Baerlocher does not disclose the element of "initially associating one or more of a plurality of incomplete offers with a player", "displaying the plurality of incomplete offers", "allowing the player to change which of the plurality of incomplete offers is

associated with the player”, or “completing the plurality of offers to form a plurality of completed offers” because the offers disclosed in Baerlocher are complete.

### **Dependent Claims 2, 9, and 16**

In addition to the positions set forth above with respect to independent claims 1 and 8, the Office Action fails to set forth a *prima facie* case of obviousness for several of the dependent claims. For example, regarding dependent claims 2, 9, and 16, the Office Action relies on Paragraph 32 of Baerlocher to support the assertion that “Baerlocher discloses associating awards with incomplete offers”. Office Action, p. 3. For the reasons provided above with respect to claims 1 and 8, the Applicants respectfully submit that the offers of Baerlocher are not incomplete.

Furthermore, the Office Action states that “changing awards associated with respective incomplete offers after each game would have been well known”. Office Action, p. 3 (emphasis added). The awards of claims 2, 9 and 16, however, are not changed after each game. Rather, claims 2 and 9 require that the awards associated with respective incomplete offers change “after the player accepts the incomplete offer.” Similarly, claim 16 requires that the awards associated with respective incomplete offers “change after the player changes which of the plurality of incomplete offers is associated with the player.” Thus, the awards of claims 2, 9, and 16 change prior to the game ending, i.e., not “after each game.” The Applicants thus respectfully submit that this element is not obvious and would not have been known by one of ordinary skill in the art.

For at least these reasons as well as for the reasons set forth with respect to claims 1, 8, and 15, from which claims 2, 9, and 16 respectively depend, the Applicants respectfully submit that claims 2, 9, and 16 are allowable over Baerlocher.

### **Dependent Claims 6 and 13**

Claims 6 and 13 require initially associating “one or more of the plurality of incomplete offers with the player” prior to “displaying the plurality of incomplete offers.” One example of this limitation provided in the present specification is the player being initially associated with fishermen that “fish” for credits. Present Spec., p. 7, ll. 10-23. The fishermen of this example are “incomplete offers” with which the player is associated. Thus, this element is far different from merely “allowing a number of picks”, as suggested by the Office Action. Office Action, p. 3.

Therefore, for at least these reasons as well as for the reasons set forth above with respect to claims 1 and 8, from which claims 6 and 13 respectively depend, the Applicants respectfully submit that claims 6 and 13 are allowable over Baerlocher.

**Conclusion**

Applicants submit that the claims are in a condition for allowance and action toward that end is earnestly solicited. A check in the amount of \$180.00 is enclosed for the Second Information Disclosure Statement. Applicants do not believe that any additional fees are due; however, should any additional fees be required (except for payment of the issue fee), the Commissioner is authorized to deduct the fees from Jenkins & Gilchrist, P.C., Deposit Account No. 10-0447, Order No. 47079-00230USPT. A duplicate copy of this paper is enclosed.

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Respectfully submitted,

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